

July 23, 2010

RECORDATION NO. 20191-6
FILED

JUL 26 '10 -8 00 AM

SURFACE TRANSPORTATION BOARD

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board (the "Board")
395 E Street, S.W.
Washington, DC 20423-0001

Re: BNSF Railway Company (BNRR 1996-B)
Termination Agreement

Dear Sir or Madam:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Termination Agreement (BNRR 1996-B) dated as of July 23, 2010 (the "*Termination Agreement*"), a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 20191.

The names and addresses of the parties to the enclosed document are as follows

Lessee: BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131-2830

Lessor: Portland Locomotive Lease Co., Ltd.
c/o Babcock and Brown Aircraft
Management LLC
525 Market Street, 33rd Floor
San Francisco, California 94105
Attention: General Counsel

Indenture Trustee: Wells Fargo Bank Northwest, National Association
299 South Main Street
MAC: U1228-120

Chapman and Cutler LLP

Salt Lake City, Utah 84111
Attention: Corporate Trust Services
(BNRR 1996-B)

The equipment covered by the aforesaid Termination Agreement consists of all railroad equipment previously on file and subject to the documents described under Recordation Number 20191, as such documents may have been supplemented, modified or amended.

A short summary of the document to appear in the index follows:

Termination Agreement (BNRR 1996-B).

A fee of forty-one dollars (\$41.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Robert Alvord, Esq.
Alvord and Alvord
1050 Seventeenth Street, N.W.
Suite 301
Washington, D.C. 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned at (312) 845-2991.

Sincerely,

CHAPMAN AND CUTLER LLP

BY Michael D. Robson
Michael D. Robson

Enclosures

JUL 26 '10 -8 00 AM

**TERMINATION AGREEMENT
(BNRR 1996-B)****SURFACE TRANSPORTATION BOARD**

THIS TERMINATION AGREEMENT (BNRR 1996-B) (the "*Termination Agreement*") is dated as of July 23, 2010 among Portland Locomotive Lease Co., Ltd, as lessor ("*Lessor*"), BNSF Railway Company (formerly known as Burlington Northern Railroad Company), as lessee ("*Lessee*") and Wells Fargo Bank Northwest, National Association (successor-in-interest to First Security Bank, National Association), as indenture trustee ("*Indenture Trustee*")

1. The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (BNRR 1996-B) dated as of July 23, 1996 (as amended, supplemented or modified to date, the "*Lease*") by which the Lessor has leased to Lessee certain railroad equipment. The Lease (or a memorandum thereof) was duly recorded with the Surface Transportation Board on July 22, 1996 at 1:55 P.M. under recordation number 20191 covering the locomotives described on Exhibit A attached hereto. Capitalized terms used herein without definition have the meanings assigned to them in the Lease.

2. The Lessor, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture and Security Agreement (BNRR 1996-B) dated as of July 23, 1996 (as amended, supplemented and modified to date, the "*Indenture*") by which the Lessor granted a security interest in certain railroad equipment to the Indenture Trustee in order to secure the Lessor's performance of its obligations under the Indenture. The Indenture (or a memorandum thereof) was duly recorded with the Surface Transportation Board on July 22, 1996 at 1:55 P.M. under recordation number 20191-A.

3. The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No. 1 (BNRR 1996-B) dated as of July 23, 1996 (as amended, supplemented or modified to date, the "*Lease Supplement*") by which the Lessor has leased to Lessee certain railroad equipment. The Lease Supplement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on July 22, 1996 at 1:55 P.M. under recordation number 20191-B.

4. The Lessor, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture Supplement (BNRR 1996-B) No. 1 dated July 23, 1996 (as amended, supplemented and modified to date, the "*Indenture Supplement*") by which the Lessor granted a security interest in certain railroad equipment to the Indenture Trustee in order to secure the Lessor's performance of its obligations under the Indenture. The Indenture Supplement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on July 22, 1996 at 1:55 P.M. under recordation number 20191-C.

5. The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (BNRR 1996-B) dated as of July 23, 1996 (as amended, supplemented and modified to date, the "*Lessor Security Agreement*") by which the Lessor granted to the Lessee a security interest in certain railroad equipment. The Lessor

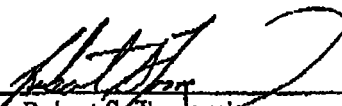
Security Agreement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on July 22, 1996 at 2:00 P.M. under recordation number 20191-E.

6. Each of the Lease, the Indenture, the Lease Supplement, the Indenture Supplement and the Lessor Security Agreement is terminated effective as of the date hereof with respect to the units of railroad equipment subject thereto.

7. This Termination Agreement shall neither impair nor terminate the rights and obligations of the parties under the Lease, the Indenture, the Lease Supplement, the Indenture Supplement or the Lessor Security Agreement, as applicable, which expressly survive this termination.

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

PORTLAND LOCOMOTIVE LEASE CO., LTD.

By 
Name: Robert S. Tomczak
Title: Director

BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By _____
Name:
Title:

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor-in-interest to First
Security Bank, National Association), as
Indenture Trustee

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written

PORTLAND LOCOMOTIVE LEASE CO , LTD

By _____
Name
Title

BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By  _____
Name: *L. Steven Vollmer*
Title *General Director - Finance*

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor-in-interest to First
Security Bank, National Association), as
Indenture Trustee

By _____
Name
Title

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

PORTLAND LOCOMOTIVE LEASE CO., LTD.

By _____
Name:
Title:

BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By _____
Name:
Title:

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor-in-interest to First
Security Bank, National Association), as
Indenture Trustee

By *mic a*
Name: Michael Arsenault
Title: Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

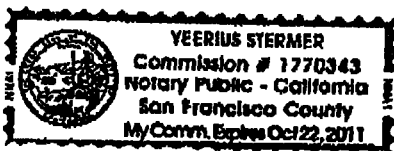
State of California

County of San FranciscoOn July 23, 2010 before me, Yeerius Stormer, Notary Public

personally appeared

Robert S. Tomczak

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached DocumentTitle or Type of Document: Termination Agreement (BNRR-1990-B)Document Date: 7/23/2010 Number of Pages: 24

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual☒ Corporate Officer — Title(s): Director☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

 RIGHT THUMBPRINT
OF SIGNER

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

 RIGHT THUMBPRINT
OF SIGNER

STATE OF _____)
)
COUNTY OF _____) SS

On this, the ____ day of June, 2010, before me, a Notary Public in and for said County and State, personally appeared _____, who being by me duly sworn, says that (s)he is the Attorney-in-Fact of PORTLAND LOCOMOTIVE LEASE CO, LTD, that said instrument was signed on June ___, 2010 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned

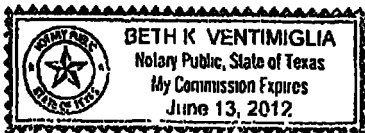
Name
Notary Public
My Commission Expires
Residing in _____

(Seal)

STATE OF TEXAS)
)
COUNTY OF TARRANT) SS

On this, the 18th day of June, 2010, before me, a Notary Public in and for said County and State, personally appeared L. Steven Vollmer, who being by me duly sworn, says that he is the General Director - Finance of BNSF RAILWAY COMPANY, that said instrument was signed on June 18, 2010 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned



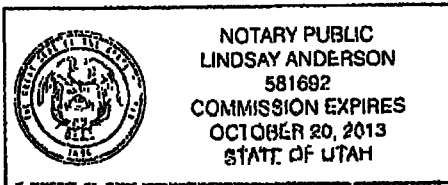
(Seal)

Beth K. Ventimiglia
Name Beth K. Ventimiglia
Notary Public - State of Texas
My Commission Expires 6/13/2012
Residing in Fort Worth, Texas

STATE OF UTAH)
)
COUNTY OF SALT LAKE) SS.:

On this, the 18th day of June, 2010, before me, a Notary Public in and for said County and State, personally appeared Michael Arsenault, who being by me duly sworn, says that (s)he is the Asst. Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that said instrument was signed on June 18, 2010 on behalf of said banking corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned



(Seal)

Lindsay Anderson
Name: Lindsay Anderson
Notary Public
My Commission Expires: 10/20/2013
Residing in Utah

DESCRIPTION OF EQUIPMENT

EQUIPMENT	QUANTITY	ORIGINAL REPORTING MARKS	CURRENT REPORTING MARKS
General Motors Corporation (Electro-Motive Division) Model SD70M-AC Diesel Electric Locomotives	28	BN 9699, BN 9711, BN 9712, BN 9740 through 9764, inclusive	BNSF 9699, BNSF 9711, BNSF 9712, BNSF 9740 through 9764, inclusive
General Motors Corporation (Electro-Motive Division) Model SD75M Diesel Electric Locomotives	6	ATSF 8251, ATSF 8257 through ATSF 8261, inclusive	BNSF 8251, BNSF 8257 through BNSF 8261, inclusive
General Electric Dash 9-44CW Diesel Electric Locomotives	5	BNSF 971 through BNSF 975, inclusive	BNSF 971 through BNSF 975, inclusive

EXHIBIT A
(to Termination Agreement)

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

7/26/10



Robert W. Alvord